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11 INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15

16 INTERNATIONAL CHURCH OF THE  
FOURSQUARE GOSPEL,

17 Plaintiff,

18 v.

19 CITY OF SAN LEANDRO,

20 Defendant.

21 FAITH FELLOWSHIP FOURSQUARE  
22 CHURCH,

23 Real Party in Interest.  
24

No. 4:07-cv-03605-PJH

**STIPULATION AND [PROPOSED]  
ORDER FOR DISMISSAL OF  
COMPLAINT WITH PREJUDICE  
PURSUANT TO FRCP 41**

Judge: Hon. Phyllis J. Hamilton  
Courtroom: 3

Complaint Filed: July 12, 2007

25 WHEREAS, on September 14, 2012, Plaintiff International Church of the  
26 Foursquare Gospel and Real Party in Interest Faith Fellowship Foursquare Church  
27 (collectively, the "Church") and Defendant City of San Leandro ("City") (collectively, the  
28

"Parties") participated in court ordered mediation at which time they agreed to fully settle the instant action;

WHEREAS, the Parties subsequently entered into a Settlement Agreement and Mutual Release resolving all of the Church's claims against the City, including all claims arising under the Religious Land Use and Institutionalized Persons Act ("RLUIPA"), codified at 42 U.S.C. § 2000cc, *et. seq.*, in exchange for valuable consideration;

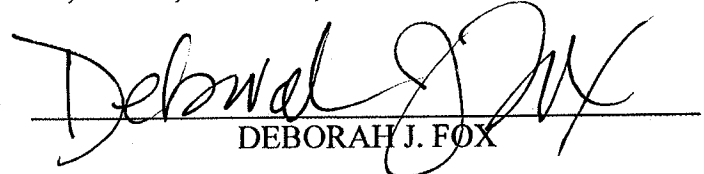
NOW THEREFORE, the Parties hereby jointly and respectfully request that the Court, pursuant to Federal Rule of Civil Procedure 41(a)(1), discontinue and dismiss with prejudice the above titled-action as to all parties, with each party bearing its own fees and costs, except as provided for in the Settlement Agreement and Mutual Release into between the Parties.

**IT IS SO STIPULATED.**

Dated: 9/26, 2012

MEYERS, NAVE, RIBACK, SILVER & WILSON

By

  
DEBORAH J. FOX

Attorneys for Defendant  
CITY OF SAN LEANDRO

Dated: 9/26, 2012 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By

  
SCOTT E. HENNIGH  
MEREDITH A. JONES-McKEOWN

Attorneys for Plaintiff  
INTERNATIONAL CHURCH OF THE  
FOURSQUARE GOSPEL

**[PROPOSED] ORDER**

Having been advised by the Parties that a Settlement Agreement and Mutual Release was entered into, pursuant to which the Church has agreed to release all pending claims against the City, including all claims arising under RLUIPA, in exchange for valuable consideration, the matter of *International Church of the Foursquare Gospel v. City of San Leandro*, United States District Court, Northern District of California, Case No. 4:07-cv-03605-PJH, is, by reason of the settlement, hereby dismissed with prejudice in its entirety as to all parties.

**IT IS SO ORDERED.**

Dated: 9/26/12

